the absence of unconscionable conduct on the part of the defendant, the sale will not be disturbed. *Marr* v. *Marr*, 66 Atl. 182 (N. J., Ct. of Ch.). See NOTES, p. 51.

CORPORATIONS — ULTRA VIRES — ASSIGNMENT OF FRANCHISE TO AN INDIVIDUAL. — The defendant corporation was empowered to maintain electric wire conduits in the streets of New York City, and was required by statute to furnish space in such conduits for the use of any corporation having the right to transmit electricity. The A company voluntarily assigned its franchise embracing this right to B, an individual, from whom it passed to the plaintiff corporation. *Held*, that the plaintiff may compel the defendant to allow it space in its conduits. *Matter of Long Acre, etc., Co.*, 188 N. Y. 361.

A New York corporation, such as the A company, may assign its franchise to another corporation. N. Y. Laws, 1893, c. 638. No provision is made, however, for an assignment to an individual, and, apart from express authorization, such an assignment by a public service corporation is *ultra vires*. *Stewart's Appeal*, 56 Pa. St. 413. By the better view, however, it does not necessarily follow that the transfer is of no effect; the transfer has in fact been made and the title passed. *Bank* v. *Whitney*, 103 U. S. 99. This reasoning was the basis of the decision in the present case. The facts, however, present a problem somewhat different from the ordinary cases of *ultra vires* transfers. The plaintiff would have been a competent grantee of the franchise had the transfer been made without the intervention of B. But where a *de facto* corporation is the only weak link in the chain of title the position of the ultimate grantee is not prejudiced. See 20 HARV. L. REV. 457. Applying this analogy to the present case, the result reached by the court seems correct. *Cf. Parker* v. *Elmira, etc., Co.*, 165 N. Y. 274.

DANGEROUS PREMISES — LIABILITY TO TRESPASSERS — CHILD TRESPASSER ON TURNTABLE. — The plaintiff, a boy of four or five years, entered the defendant's premises through a gap in its boundary hedge. While playing with companions on the defendant's turntable, which was not fastened, the plaintiff was injured. The jury found that the hedge was in a defective condition through the defendant's negligence. *Held*, that the defendant is not liable. *Cooke* v. *Midland Great Western Railway*, 41 Ir. L. T. R. 157 (Ir., Ct. App., June 14, 1907).

American rulings tend to deny the liability of a landowner to a child trespasser who has been injured through the condition of the premises, except in the so-called turntable cases, where the weight of authority seems to allow recovery. See 11 HARV. L. REV. 349, 434; 12 *ibid.*, 206. The principal case, it is believed, marks the first appearance of a turntable case in the English courts. The court finds that the defendant owes to the trespassing child no duty of care in respect to the condition of either the hedge or the turntable, and distinctly repudiates the fiction of "implied invitation" or "allurement." This decision seems in line with the reluctance of the courts to impose further restraints on a landowner's use of his land, and with the tendency of the English courts to treat a child trespasser the same as an adult.

DEEDS — PARTIES — GRANTOR AND GRANTEE SAME PERSON. — One M granted land to herself and three others. *Held*, that the grantor has a one-fourth undivided interest in the land. *Green* v. *Cannady*, 57 S. E. 832 (S. C.).

It is clear that a grantee is incapable of taking under his own deed, since two parties are as necessary to a deed as to a contract. And a grant by A to A, B, and C in trust has been held ineffective as to A, and to vest the entire legal estate in B and C. *Cameron* v. *Steves*, 9 N. Brunsw. 141. In that case, however, the grant, by express statutory provision, created a joint tenancy. Therefore, upon familiar principles of joint tenancy, B and C properly took the entire title, and since A was incapable of taking under his own deed, their interest was not subject to any right in him. See SHEP. TOUCH., 82. But in the present case the deed was construed as creating a tenancy in common, hence it purported to pass only one-fourth of the estate to each of the grantees. Con-